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JUDITH CUSATO

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

JUDITH CUSATO,

Plaintiff,  
vs.

CHRYSLER CAPITAL, PAR NORTH  
AMERICA, LIGHTNING  
RECOVERY, INC. AND DOES 1 –  
10, inclusive.

Defendants.

Case No.: 2:22-cv-4669

**COMPLAINT FOR DAMAGES  
FOR VIOLATIONS OF:**

- 1. THE ROSENTHAL FAIR  
DEBT COLLECTION  
PRACTICES ACT;**
- 2. THE FAIR DEBT  
COLLECTION PRACTICES  
ACT;**
- 3. BUSINESS & PROFESSIONS  
CODE § 17200 ET. SEQ.**
- 4. CONVERSION;**
- 5. TRESPASS TO CHATTELS;**
- 6. UNJUST ENRICHMENT;**
- 7. ELDER ABUSE;**

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

1. JUDITH CUSATO (Plaintiff) brings this action to secure redress from Defendants Chrysler Capital (hereinafter “Chrysler Capital”), Par North America

1 (hereinafter “Par North America”) for violations of the Rosenthal Fair Debt  
2 Collection Practices Act (“RFDCPA”), the Fair Debt Collection Practices Act  
3 (“FDCPA”), Conversion, Trespass to Chattels, Unjust Enrichment, and Elder  
4 Abuse.

### 5 **JURISDICTION AND VENUE**

6 2. Jurisdiction in this Court is proper pursuant to 28 U.S.C. § 1331 as  
7 Plaintiff’s claims arise under the laws of the United States.

8 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)  
9 because the acts and transactions alleged in this Complaint occurred here, Plaintiff  
10 resides here, and Defendant transacts business here.

### 11 **PARTIES**

12 4. Plaintiff is a natural person over the age of 18 years and is a resident  
13 the Calabasas, California. Plaintiff is a “consumer” as defined by the FDCPA, 15  
14 U.S.C. §1692a(3) and is a “debtor” as defined by Cal. Civ. Code §1788.2(h).

15 5. Defendant Chrysler Capital is a business entity headquartered in  
16 Forth Worth, TX. At all relevant times herein, Chrysler Captial was a company  
17 engaged, by use of the mails and telephone, in the business of collecting a debt  
18 from Plaintiff which qualifies as a “consumer debt,” as defined by Cal. Civ. Code  
19 §1788.2(f). Defendant regularly attempts to collect debts alleged to be due by  
20 another, and therefore is a “debt collector” as defined by the RFDCPA, Cal. Civ.  
21 Code §1788.2(c).

22 6. Defendant Par North America is an Indiana corporation with its  
23 headquarters located in Carmel, Indiana. At all relevant times herein, Defendant  
24 Par North America was a company engaged, by use of the mails and telephone, in  
25 the business of collecting a debt from Plaintiff which qualifies as a “debt,” as  
26 defined by 15 U.S.C. § 1692a(5), and a “consumer debt,” as defined by Cal. Civ.  
27 Code §1788.2(f). Defendant Par North America regularly attempts to collect debts  
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1 alleged to be due by another, and therefore is a “debt collector” as defined by the  
2 FDCPA, 15 U.S.C. §1692a(6), and RFDCPA, Cal. Civ. Code §1788.2(c).

3 7. Defendant Lightning Recovery, Inc. is a California corporation with  
4 its principal place of business located in Oxnard, CA. Defendant Lightning  
5 Recovery, Inc. is a full-service repossession agency licensed by the State of  
6 California. At all relevant times herein, Defendant Lightning Recovery, Inc. was  
7 a company engaged, by use of the mails and telephone, in the business of collecting  
8 a debt from Plaintiff which qualifies as a “debt,” as defined by 15 U.S.C. § 1692a(5),  
9 and a “consumer debt,” as defined by Cal. Civ. Code §1788.2(f). Defendant  
10 Lightning Recovery, Inc. regularly attempts to collect debts alleged to be due by  
11 another, and therefore is a “debt collector” as defined by the FDCPA, 15 U.S.C.  
12 §1692a(6), and RFDCPA, Cal. Civ. Code §1788.2(c).

13 8. Plaintiff does not know the true names and capacities, whether  
14 corporate, partnership, associate, individual or otherwise, of Defendants sued herein  
15 as Does 1 through 10, inclusive, and therefore names said Defendants under  
16 provisions of Section 474 of the California Code of Civil Procedure.

17 9. Plaintiff is informed and believes, and on that basis allege that  
18 Defendants Does 1 through 10 are in some manner responsible for acts, occurrences  
19 and transactions set forth herein and are legally liable to Plaintiffs.

20 10. Defendants acted through its agents, employees, officers, members,  
21 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
22 representatives and insurers.

23 11. Plaintiff is informed and believes and on that basis alleges that  
24 Defendants is responsible for the acts, occurrences and transactions as officers,  
25 directors or managing agents of Defendants, or as their agents, servants, employees,  
26 and that each of them are legally liable to Plaintiff, as set forth below.

27 12. Plaintiff is informed and believes, and thereon alleges, that each and  
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1 all of the acts and omissions alleged herein were performed by, or is attributable  
2 to, Defendants and/or its employees, agents, and/or third parties acting on its  
3 behalf, each acting as the agent for the other, with legal authority to act on the  
4 other's behalf. The acts of any and all of Defendants' employees, agents, and/or  
5 third parties acting on its behalf, were in accordance with, and represent, the  
6 official policy of Defendants.

7 13. Plaintiff is informed and believes, and thereon alleges, that said  
8 Defendants are in some manner intentionally, negligently, or otherwise  
9 responsible for the acts, omissions, occurrences, and transactions of each and all  
10 its employees, agents, and/or third parties acting on its behalf, in proximately  
11 causing the damages herein alleged.

12 14. At all relevant times, Defendants ratified each and every act or  
13 omission complained of herein. At all relevant times, Defendants, aided and  
14 abetted the acts and omissions as alleged herein.

#### 15 **FACTUAL ALLEGATIONS**

16 15. In 2018, Plaintiff secured auto financing from Defendant Chrysler  
17 Capital related to a 2018 Jeep Grand Cherokee.

18 16. Notwithstanding the fact that Plaintiff timely made all payments as  
19 required under her automobile finance contract, and was not in default under the  
20 terms of said contract, on February 17, 2022, at approximately 7:20 a.m.,  
21 Defendants wrongfully caused the 2018 Jeep Grand Cherokee to be repossessed.

22 17. As soon as the vehicle was repossessed, Plaintiff immediately reached  
23 out to Chrysler Capital and to the Rydell Jeep Dealership in Van Nuys where  
24 Plaintiff leased her vehicle.

25 18. On February 25, 2022, Plaintiff wired the payment for the Jeep  
26 Cherokee end of lease buyout amount of \$ 21,671.42 to the Rydell Jeep Dealership.  
27 Once Plaintiff arrived at the Rydell Jeep Dealership in person to sign all the  
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1 ownership/DMV registration paperwork, Plaintiff also paid an additional \$ 150.00  
2 to complete Plaintiff's purchase of the Subject Vehicle in full.

3 19. On February 28, 2022, the Rydell Jeep Dealership forwarded  
4 Plaintiff's payment to Defendant Chrysler Capital. Notwithstanding, Plaintiff did  
5 not receive the vehicle she had purchased from Chrysler Capital.

6 20. Plaintiff thereafter made numerous calls to Defendant Chrysler Capital  
7 to attempt to secure the Jeep's release, but the Jeep now owned was not released or  
8 provided to Plaintiff. Plaintiff made numerous follow-up telephone calls to  
9 Chrysler Capital, Par North America and Lightning Recovery, Inc. on a frequent  
10 basis to attempt to secure her vehicle's release but she was summarily ignored and  
11 given the run around. Plaintiff was only connected through to the collections  
12 departments or repossession departments, who were not responsive to Plaintiff.  
13 Additionally, Plaintiff could never get ahold of anyone in Defendant's corporate  
14 departments.

15 21. Finally, it was reported to Plaintiff from a representative from the  
16 Rydell Jeep Dealership that Defendant Par North America, at the direction of  
17 Chrysler Capital, mistakenly took Plaintiff's Jeep to auction on March 14, 2022.

18 22. However, after numerous further telephone calls and demands by  
19 Plaintiff and the Rydell Dealership to the Defendants, Plaintiff's Jeep was retrieved  
20 and was finally released back to Plaintiff on April 13, 2022. At this point, Plaintiff,  
21 a 78 year-old woman, had been without a car for nearly two months. She was not  
22 able to go to the grocery store or to travel with her car for appointments for that  
23 entire nearly two-month period. Instead, for a nearly two month period, the  
24 Defendants: ignored Plaintiff's numerous pleas and demands to release her vehicle;  
25 gave her the runaround and referred her from non-responsive department after non-  
26 responsive department, took and sat on the \$ 22,000.00 she paid for her Jeep, and  
27 wrongfully withheld and deprived her of the vehicle she had purchased, leaving her  
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1 dispossessed of transportation.

2 23. To Plaintiff's further great dismay, when Plaintiff's vehicle was finally  
3 released back to her on April 13, 2022 by the Defendants, Plaintiff discovered that  
4 her Jeep had been damaged while exclusively in the possession, custody and control  
5 of the Defendants. There was a substantial dent inflicted to the driver's side door  
6 that was not there prior to the repossession, as well as a dent to the passenger bumper  
7 and damage to the rear brake light. Plaintiff has obtained an estimate for the damage  
8 inflicted to Plaintiff's vehicle by the Defendants, while in the possession, custody  
9 and control of the Defendants totalling approximately \$ 1,500.00.

### 10 **FIRST CAUSE OF ACTION**

### 11 **VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION**

### 12 **PRACTICES ACT**

### 13 **(Against All Defendants)**

14 24. Plaintiff reincorporates by reference paragraphs 1 through 15 as if fully  
15 written herein.

16 25. Section 1788.17 of the RFDCPA mandates that every debt collector  
17 collecting or attempting to collect a consumer debt shall comply with the provisions  
18 of Sections 1692b to 1692j, inclusive, of, and shall be subject to the remedies in  
19 Section 1692k of, Title 15 of the United States Code statutory regulations contained  
20 within the FDCPA, 15 U.S.C. § 1692d, and § 1692d(5).

21 26. Defendants' conduct violated the RFDCPA in multiple ways,  
22 including but not limited to:

- 23 a. Unlawfully repossessing Plaintiff's vehicle (§ 1692(f)(6));
- 24 b. False or misleading representations in communications with respect to  
25 the Character, amount, or legal status of the alleged debt (§ 1692e(2);
- 26 c. Any false, deceptive, or misleading representation or means in  
27 connection with the debt collect (§ 1692e.)
- 28 d. Engaging in conduct of which the abuse or harassment is the natural  
consequence of Plaintiff (§ 1692d); and

- 1 e. Placing constant and continuous calls to Plaintiff, in connection with  
2 the collection of the debt, with the intent to abuse harass or annoy  
3 Plaintiff (§1692d(5)).

4 27. As a result of the above violations of the RFDCPA, Plaintiff suffered  
5 and continues to suffer injury to Plaintiff's feelings, personal humiliation,  
6 embarrassment, mental anguish and emotional distress, and Defendant is liable to  
7 Plaintiff for Plaintiff's actual damages, statutory damages, and costs and attorney's  
8 fees.

## 9 **SECOND CAUSE OF ACTION**

### 10 **(VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT,**

#### 11 **15 U.S.C. § 1692 et seq.)**

#### 12 **(Against All Defendants)**

13 28. Plaintiff reincorporates by reference paragraphs 1 through 15 as if fully  
14 written herein.

15 29. Defendants violated 15 U.S.C. § 1692f(6) by taking nonjudicial action  
16 to effect dispossession or disablement of property when (1) there was no present  
17 right to possession of the property claimed as collateral through an enforceable  
18 security interest; and/or (2) the property was exempt by law from such dispossession  
19 or disablement.

20 30. Plaintiff is entitled to \$1,000 in statutory damages against Defendant  
21 pursuant to 15 U.S.C. § 1692k. Defendant committed his violations willfully and  
22 knowingly, and has frequently and persistently failed to comply with the FDCPA.  
23 The nature of defendant's violations justifies the maximum statutory damages  
24 award available.

25 31. Plaintiff is entitled to the costs of the action, together with a reasonable  
26 attorneys fee, pursuant to 15 U.S.C. § 1692k.

## 27 **THIRD CAUSE OF ACTION**

### 28 **VIOLATION OF BUSINESS & PROFESSIONS CODE 17200 ET.**

**SEQ.**

**(Against All Defendants)**

32. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

33. Plaintiff and Defendants are each “persons” as defined by BPC 17201. BPC 17204 authorizes a private right of action.

34. “Unfair competition” is defined by BPC 17200 as encompassing several types of business “wrongs,” including: 1) “unlawful” acts or practices; 2) “unfair” acts or practices; and 3) “fraudulent” acts or practices.

35. Plaintiff has suffered economic injury in that due to Defendants’ actions, Plaintiff lost her right to possess, use and enjoy the vehicle as well as expend sums of money securing alternative transportation for her daily life and activities.

36. By and though Defendants’ conduct as alleged herein, including conduct violative of the FDCPA and the RFDCPA, Defendants’ conduct constitutes “unlawful” and/or “unfair” acts or practices in violation of BPC 17200.

**FOURTH CAUSE OF ACTION**

**CONVERSION**

**(Against All Defendants)**

37. Plaintiff reincorporates by reference paragraphs 1 through 19 as if fully written herein.

38. Without Plaintiff’s consent, Defendant intentionally deprived Plaintiff of his rightful possession of the Vehicle.

39. At all times relevant hereto, Defendant acted with malice, recklessness and total and deliberate disregard for the contractual and personal rights of Plaintiff.

40. As a proximate result of Defendant’s actions, Plaintiff was deprived of his vehicle, incurred expense for alternate transportation, and has suffered extreme embarrassment, shame, anxiety, and mental distress.

**FIFTH CAUSE OF ACTION**



**TRESPASS TO CHATTELS**

**(Against All Defendants)**

41. Plaintiff incorporates, by reference, all allegations in the above paragraphs of this Complaint, as though fully set forth herein.

42. Plaintiff purchased the vehicle for valuable consideration, and possessed sole and clear title to the vehicle at all times relevant.

43. Defendants unlawfully took possession of the vehicle without Plaintiff's consent and without legal interest in the vehicle.

44. Consequently, Defendants' improper and unlawful taking of Plaintiff's vehicle is a direct interference with Plaintiff's possession, use and enjoyment of his personal property and Plaintiff was entitled to return of said property.

**SIXTH CAUSE OF ACTION**

**UNJUST ENRICHMENT**

**(Against All Defendants)**

45. Plaintiff incorporates, by reference, all allegations in the above paragraphs of this Complaint, as though fully set forth herein.

46. Plaintiff purchased the vehicle for valuable consideration.

47. Defendants unlawfully took possession of the vehicle without Plaintiff's consent and without legal interest in the vehicle due to Plaintiff's timely payments and the lease payoff.

48. Consequently, Defendants' improper and unlawful taking of Plaintiff's vehicle has unjustly enriched Defendants, and Plaintiff is entitled to restitution of such.

**SEVENTH CAUSE OF ACTION**

**(Elder Abuse)**

49. Plaintiff hereby incorporates by reference each of the paragraphs set forth above as though fully set forth hereinafter.

50. This cause of action is brought pursuant to California Welfare &

1 Institutions Code sections 15600 et seq. (The Elder Abuse and Dependent Adult  
2 Protection Act).

3 51. At the time of Defendant's actions in first wrongfully  
4 taking/repossessing Plaintiff's vehicle and then depriving her of her vehicle for  
5 nearly two months, Plaintiff was 78 years old. She was an "elder" as defined by  
6 Welfare & Institutions Code section 15610.27 and is, therefore, entitled to the  
7 statutory protections from abuse provided by Welfare & Institutions Code sections  
8 15610.07. Defendants knew Plaintiff was an elder.

9 52. By their actions, Defendants are responsible for elder abuse because  
10 their treatment of Plaintiff, as described above, resulted in physical harm and mental  
11 suffering and financial abuse in violation of Welfare & Institutions Code §  
12 15610.07(a) and Plaintiff is entitled to the remedies provided by the Elder Abuse  
13 Act.

14 53. As a legal result of Defendants' conduct, Plaintiff has suffered  
15 damages, including general and economic damages, including mental distress, in  
16 an amount according to proof at trial.

17 54. Plaintiff has incurred, and will continue to incur, attorney's fees and  
18 costs in this litigation. Plaintiff, if successful in this action, is entitled to recover  
19 such fees and costs from Defendant, under the provisions of Welfare and  
20 Institutions Code Section 15657.5(a).

21 55. In committing the actions and conduct described above, Defendants,  
22 and each of them, acted with recklessness, oppression, fraud, and malice, and  
23 Plaintiff is therefore is entitled to an award of exemplary or punitive damages  
24 pursuant to Welfare and Institutions Code Section 15657.5 and Civil Code Section  
25 3294 and treble damages pursuant to Civil Code Section 3345.  
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**DEMAND FOR JURY TRIAL**

Please take notice that Plaintiff's demands a trial by jury in this action.

RESPECTFULLY SUBMITTED,

Dated: July 8, 2022

**MARTIN & BONTRAGER, APC**

By: /s/ G. Thomas Martin, III  
G. Thomas Martin, III  
*Attorneys for Plaintiff*

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